

A & P Aviation Services Pty Ltd ("the Company")

Terms and Condition of Aircraft Hire

Agreement to Hire

1. **THE** Company agrees to hire the aircraft referred to in the Flight Authorisation Form to the Hirer at the rate indicated therein and upon any special conditions set out, together with these terms and conditions.

Hirer not agent of company

2. **AT** no time during the hire shall the hirer be or be deemed to be an agent of the Company and the Hirer shall not purport to be an agent or allow any third party to believe that he is an agent of the Company.

Obligation to pay for Hire

3. **THE** Hirer shall immediately upon completion of the hire pay to the Company without deduction or set off the cost of the hire. If for whatever reason payment is not received by the Company immediately upon completion of the hire, then the hirer shall pay the account within 7 days of presentation to him of a Tax Invoice.

Effect of failure to pay within time

4. **UNLESS** a payment agreement has been entered into, in the event any Tax Invoice presented to the Hirer under clause 3 of this agreement is not paid by the due date and not being by way of penalty, interest may be charged by the Company to the Hirer at a rate equivalent to the then applicable Commonwealth Bank commercial base rate. Interest so charged will be calculated daily on the outstanding balance owing to the Company and shall compound until such time as the account is paid in full.

Only Authorised pilots to fly aircraft

5. **THE** aircraft shall not be operated at any time during the hire period or while the aircraft remains in the possession and control of the Hirer by other than the pilot or pilots named in the Flight Authorisation Form and otherwise approved by the Company ("the pilot").

Pilot to be appropriately licensed

6. THE Hirer warrants that the pilot is as appropriately licensed and complies with Australian medical and Aeroplane and Helicopter Flight Review requirements, and also with recency requirements as appropriate to the type of aircraft hired and the type of flight and the type of operation undertaken whether that be private or commercial whether for charter or aerial work purposes.

Production of qualification evidence

7. NOTWITHSTANDING Clause 6 and without prejudice to the Company's right to rely on that warranty, the Hirer shall produce such evidence as the Company considers necessary in relation to the currency and recency of the license of the pilot to fly the aircraft, and the pilot shall, at the expense of the Hirer undergo such flight test as the Company may see fit prior to acceptance.

Operation within limitations

8. THE Hirer shall at all times ensure that the aircraft is operated within the requirements of the Company Operations Manual the Flight Manual or Pilot's Operating Handbook as applicable, Civil Aviation Safety Authority Regulations, Orders and applicable Airport Regulations.

Production of relevant documents

9. THE Hirer shall provide to the Company unless waived by express agreement: -

9.1. a copy of his intended flight plan or proposed route;

9.2. contact telephone numbers;

9.3. a passenger manifest.

Cost of repairs in event of negligence

10. THE Hirer shall be responsible for the cost of any repairs required to the aircraft or any of its constituent parts or systems or any equipment carried on board or any legal liability for damage suffered during the terms of hire as the result of the negligence of the Hirer or his servants agents or invitees and this obligation shall extend to payment to the Company by the Hirer of any insurance policy excess which may become payable and the amount of any no claim bonus which may be lost to the Company arising from any claim made on the Insurance Policy relating to the aircraft, irrespective of the

nature of the claim.

No unauthorized maintenance

11. THE Hirer shall not before during or after the hire conduct (whether or not such activity is approved by Schedule 8 of the Civil Aviation Regulations 1988) or authorise any maintenance activity on the hired aircraft without the express written approval of the Company.

No warranty as to insurance

12. THE Company does not warrant that the pilot is insured under any policy of insurance to which the Company is a party or that cover under that form will be available to the pilot (other than any cover which may be extended under the compulsory insurance cover maintained by the company pursuant to the (Commonwealth) Civil Aviation (Garners' Liability) Act 1959 (as amended) or the corresponding act of any Australian State or Territory in force from time to time).

Requirement for non-owned aircraft insurance

13. IF the aircraft is hired by a person or organisation other than for purely private not for profit purposes then appropriate Aircraft Non-Ownership Liability Insurance or equivalent (how so ever called) shall be taken out by the hirer and shall be valid for the period of hire. Evidence of any such insurance shall be provided by the hirer to the Company upon request.

No warranty as to fitness for purpose of accessories and other chattels

14. THE Company makes no warranty or guarantee in relation to the quality, state of condition, suitability or performance of any accessories in or to the aircraft including but not limited to radios, beacons, tie-down kits or luggage restraints, tools and loose equipment, life jackets, life buoys, dinghies or any other chattel accessory made available to the Hirer, who shall take and use the same at his own risk.

Obligation to report incidents/accidents

15. THE Hirer shall immediately report any incidents or accidents to the Company and provide copies to the Company of any reports generated as a result of any such incident or accident.

Obligation to pay landing fees

16. THE Hirer shall be responsible for any landing, airways or incidental charges incurred and if required shall produce evidence of payment; the Company reserves the right to add the cost thereof to the hiring charge and recover the same notwithstanding that notice of unpaid landing or other charges is not identified until after the Hirer has returned the aircraft and paid the Company the charges then apparently owing.

Fuel credits

17. ANY credit allowed by the Company for unused fuel aboard the aircraft upon its return to the Company at the end of the hire shall be assessed and allowed at the rate then applicable to fuel supplied at Moorabbin Airport.

Fuel price in excess of that applicable at Moorabbin

18. IN the event fuel or oil is purchased by the Hirer, whether by use of company fuel cards, cash or other method, at a location not being Moorabbin Airport, the Hirer shall be responsible for payment of the difference between the retail into aircraft rate applicable at Moorabbin Airport at the time of purchase and the actual cost of the fuel or oil paid by the Hirer and if Company fuel cards (or other form of payment by the Company) were used to purchase the fuel or oil the Company shall be entitled to charge the Hirer for any such difference in cost of the fuel or oil. The Company's rights under this clause shall survive the termination of any applicable hire agreement between the Hirer and the Company.

No refund

19. IN the event fuel or oil purchased by the Hirer costs less than the applicable into aircraft rate at Moorabbin Airport the hirer shall not be entitled to a refund.

Obligation to return aircraft

20. THE aircraft is hired for delivery at Moorabbin Airport (or such other airport as is agreed) and return to Moorabbin Airport; the Hirer shall otherwise remain responsible for the aircraft and for its return to Moorabbin Airport notwithstanding any interruption to the hire caused by weather or necessary service or repairs.

Late cancellation fee

21. FAILURE to give 24 hours notice for a booking by the Hirer, may incur a cancellation fee of \$100 inclusive of GST. This charge will be at the discretion of the Company.

Effect of signature on Authorisation form

22. SIGNATURE by the Hirer on the Company's Flight Authorisation Form is an acknowledgment by the Hirer that he has read these terms and conditions of the hire as set out herein subject to any special terms or conditions which will be noted against the Hirer's signature on the Authorisation Form.